

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Consumer Financial Protection Bureau,

Plaintiff,

-against-

MoneyLion Technologies Inc., ML Plus,
LLC, MoneyLion of Alabama LLC,
MoneyLion of Arizona LLC, MoneyLion of
California LLC, MoneyLion of Colorado
LLC, MoneyLion of Connecticut LLC,
MoneyLion of Delaware LLC, MoneyLion of
Florida LLC, MoneyLion of Georgia LLC,
MoneyLion of Idaho LLC, MoneyLion of
Illinois LLC, MoneyLion of Indiana LLC,
MoneyLion of Kansas LLC, MoneyLion of
Kentucky LLC, MoneyLion of Louisiana
LLC, MoneyLion of Maryland LLC,
MoneyLion of Michigan LLC, MoneyLion of
Minnesota LLC, MoneyLion of Mississippi
LLC, MoneyLion of Missouri LLC,
MoneyLion of Nevada LLC, MoneyLion of
New Jersey LLC, MoneyLion of New
Mexico LLC, MoneyLion of New York LLC,
MoneyLion of North Carolina LLC,
MoneyLion of North Dakota LLC,
MoneyLion of Ohio LLC, MoneyLion of
Oklahoma LLC, MoneyLion of Oregon LLC,
MoneyLion of South Carolina LLC,
MoneyLion of South Dakota LLC,
MoneyLion of Tennessee LLC, MoneyLion of
Texas LLC, MoneyLion of Utah LLC,
MoneyLion of Virginia LLC, MoneyLion of
Washington LLC, MoneyLion of Wisconsin
LLC, and MoneyLion of Wyoming LLC,

Defendants.

Case No. 1:22-cv-8308-JPC

**MONEYLION'S ANSWER TO THE CONSUMER FINANCIAL PROTECTION
BUREAU'S SECOND AMENDED COMPLAINT**

All Defendants (collectively, “MoneyLion”), through their undersigned counsel, hereby answer the Consumer Financial Protection Bureau’s (“CFPB”) Second Amended Complaint, dated April 22, 2025 (the “Complaint”) as follows:

GENERAL DENIAL

Except as otherwise expressly stated herein, MoneyLion generally denies each and every allegation in the Complaint. Further, MoneyLion reserves the right to challenge the authenticity of all sources and documents referred to or purportedly quoted in the Complaint. Further, in each case where MoneyLion admits that Plaintiff has accurately quoted a portion of a document, MoneyLion does not admit any allegation concerning the document’s application, any characterization of the document or portion thereof, and conclusion based on the document or portion thereof, or that Plaintiff’s selective quotation fairly represents the document as a whole.

MoneyLion reserves the right to seek to amend or supplement its Answer as may be necessary or appropriate.

RESPONSES TO SPECIFIC ALLEGATIONS

INTRODUCTION

1. The allegations in Paragraph 1 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

2. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 2, and therefore denies the allegations.

3. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 3, and therefore denies the allegations.

4. The allegations in Paragraph 4 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

5. The allegations in Paragraph 5 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

JURISDICTION AND VENUE

6. The allegations in Paragraph 6 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

7. The allegations in Paragraph 7 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

8. The allegations in Paragraph 8 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

PARTIES

9. The allegations in Paragraph 9 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

10. MoneyLion admits that (i) MoneyLion Technologies Inc. (“MLT”) is a Delaware corporation headquartered in New York, New York; (ii) The other Defendants listed in the Complaint are wholly-owned subsidiaries of MLT; and (iii) MLT is involved in the operations of

the other Defendants listed in the Complaint. MoneyLion denies the remaining allegations in Paragraph 10.

11. MoneyLion admits that (i) each of MLT's subsidiaries listed in the Complaint is a limited-liability company headquartered in New York, New York; (ii) each Defendant listed in the Complaint, aside from MLT, is wholly owned by MLT; and (iii) the subsidiaries listed in the Complaint have no employees of their own and rely on MLT for their staffing and management. MoneyLion denies the remaining allegations in Paragraph 11.

12. MoneyLion admits that (i) MLP is a Delaware limited-liability company headquartered in New York, New York and (ii) MLP has no employees of its own and relies on MLT for its staffing and management. MoneyLion denies the remaining allegations in Paragraph 12.

“Creditors” under the MLA

13. The allegations in Paragraph 13 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

“Covered Persons” Under the CFPA

14. The allegations in Paragraph 14 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

15. The allegations in Paragraph 15 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

16. The allegations in Paragraph 16 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

17. The allegations in Paragraph 17 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

18. The allegations in Paragraph 18 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

19. The allegations in Paragraph 19 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

20. The allegations in Paragraph 20 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

21. The allegations in Paragraph 21 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

22. The allegations in Paragraph 22 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

23. MoneyLion admits that MLT provides services to support the operations of its subsidiaries. MoneyLion denies the remaining allegations in Paragraph 23.

24. The allegations in Paragraph 24 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

25. MoneyLion admits that (i) MLP is wholly owned by MLT; (ii) MLP is under common control with the MLT's subsidiaries; and (iii) MLP has provided services to MLT and its subsidiaries. MoneyLion denies the remaining allegations in Paragraph 25.

26. The allegations in Paragraph 26 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

27. The allegations in Paragraph 27 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

28. MoneyLion denies the allegations in Paragraph 28.

Factual Background

Defendants' Loan Products and Membership Programs

29. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 29, and therefore denies the allegations.

30. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 30, and therefore denies the allegations.

31. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 31, and therefore denies the allegations.

32. MoneyLion admits that MoneyLion, through certain entities, offers a "Credit Builder Loan." MoneyLion denies the remaining allegations in Paragraph 32.

33. MoneyLion admits that MoneyLion, through certain entities, offers a “Credit Builder Loan.” MoneyLion denies the remaining allegations in Paragraph 33.

34. MoneyLion admits that MoneyLion, through certain entities, offers a “Credit Builder Loan.” MoneyLion denies the remaining allegations in Paragraph 34.

35. MoneyLion admits that MoneyLion, through certain entities, offers a “Credit Builder Loan.” MoneyLion is without knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 35, and therefore denies the allegations.

Barriers to Membership Cancellation

36. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 36, and therefore denies the allegations.

37. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 37, and therefore denies the allegations.

38. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 38, and therefore denies the allegations.

39. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 39, and therefore denies the allegations.

40. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 40, and therefore denies the allegations.

41. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 41, and therefore denies the allegations.

42. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 42, and therefore denies the allegations.

43. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 43, and therefore denies the allegations.

Defendants' Suspension of Consumers' Memberships

44. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 44, and therefore denies the allegations.

45. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 45, and therefore denies the allegations.

46. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 46, and therefore denies the allegations.

47. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 47, and therefore denies the allegations.

48. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 48, and therefore denies the allegations.

*Defendants' Membership Programs Provided Few Benefits
Other Than Access to Program Loans*

49. MoneyLion denies the allegations in Paragraph 49.

50. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 50, and therefore denies the allegations.

51. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 51, and therefore denies the allegations.

52. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 52, and therefore denies the allegations.

Loans to MLA Covered Borrowers

53. The allegations in Paragraph 53 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

54. The allegations in Paragraph 54 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

55. The allegations in Paragraph 55 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

56. MoneyLion admits that MoneyLion, through certain entities, offers a “Credit-Builder Program.” MoneyLion denies the remaining allegations in Paragraph 56.

57. The allegations in Paragraph 57 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

58. The allegations in Paragraph 58 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

59. The allegations in Paragraph 59 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

60. MoneyLion denies the allegation that it amended “loan documents.” MoneyLion admits the remaining allegations in Paragraph 60.

Count One

Violation of the MLA: Exceeding the MLA’s Rate Cap (Against MLT and the MoneyLion Lending Subsidiaries)

61. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

62. The allegations in Paragraph 62 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

63. The allegations in Paragraph 63 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

64. The allegations in Paragraph 64 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

65. The allegations in Paragraph 65 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

66. The allegations in Paragraph 66 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

67. The allegations in Paragraph 67 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Count Two

Violation of the MLA: Failing to Make Disclosures to Covered Borrowers (Against MLT and the MoneyLion Lending Subsidiaries)

68. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

69. The allegations in Paragraph 69 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

70. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 70, and therefore denies the allegations.

71. The allegations in Paragraph 71 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Count Three

Violation of the CFPB: Deceptive Acts and Practices Regarding Loan Balances and Membership Fees Not Owed by Covered Borrowers (Against All Defendants)

72. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

73. The allegations in Paragraph 73 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

74. The allegations in Paragraph 74 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

75. The allegations in Paragraph 75 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

76. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 76, and therefore denies the allegations.

77. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 77, and therefore denies the allegations.

78. The allegations in Paragraph 78 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Count Four

Violation of the CFPA: Deceptive Acts and Practices Relating to Restrictions on Membership Cancellation (Against MLT and MLP)

79. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

80. The allegations in Paragraph 80 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

81. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 81, and therefore denies the allegations.

82. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 82, and therefore denies the allegations.

83. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 83, and therefore denies the allegations.

84. MoneyLion denies the allegations in Paragraph 84.

85. The allegations in Paragraph 85 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Count Five

*Violation of the CFPB: Unfair Acts and Practices Relating to
Membership-Fee Charges After Consumer Requests to Cancel Membership
(Against MLT and MLP)*

86. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

87. The allegations in Paragraph 87 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

88. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 88, and therefore denies the allegations.

89. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 89, and therefore denies the allegations.

90. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 90, and therefore denies the allegations.

91. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 91, and therefore denies the allegations.

92. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 92, and therefore denies the allegations.

93. MoneyLion denies the allegations in Paragraph 93.

94. The allegations in Paragraph 94 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Count Six

*Violation of the CFPB: Abusive Acts and Practices Relating to
Membership-Program Loans
(Against MLT and MLP)*

95. MoneyLion incorporates the foregoing paragraphs as though the same were set forth at length herein.

96. The allegations in Paragraph 96 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

97. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 97, and therefore denies the allegations.

98. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 98, and therefore denies the allegations.

99. MoneyLion is without knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 99, and therefore denies the allegations.

100. The allegations in Paragraph 100 consist of argument and legal conclusions, to which no response is required; to the extent a response is deemed required, MoneyLion denies those allegations.

Demand for Relief

The Bureau requests that the Court:

- a. permanently enjoin all Defendants from committing future violations of the MLA and CFPB;
- b. grant additional injunctive relief as the Court deems just and proper;
- c. order all Defendants to pay damages, restitution, and other monetary relief to consumers;

- d. order disgorgement or compensation for unjust enrichment;
- e. impose on all Defendants civil money penalties;
- f. award costs against all Defendants; and
- g. award additional relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

Without assuming the burden of proof as to any defense or issue that would otherwise rest on the Consumer Financial Protection Bureau or as to any element of the Consumer Financial Protection Bureau's claims, and reserving the right to amend this Answer to assert any additional defenses when, and if, in the course of its investigation, discovery, preparation for trial, or otherwise it becomes appropriate to assert such defenses, MoneyLion asserts the following defenses.

1. The CFPB lacks constitutionally-appropriated funding to prosecute this action, because the Federal Reserve System has had no combined earnings to send to the CFPB since the fall of 2022.
2. The CFPB's claims fail to the extent that, at all relevant times, Defendants acted in good faith and complied with the CFPA.
3. The CFPB's claims fail to the extent that they are barred by any applicable statutes of limitation.
4. Any civil money penalties sought by the CFPB violate the excessive fines clause of the U.S. Constitution.
5. The CFPB's claims are barred, in whole or in part, because the requested relief is speculative, uncertain and impossible to ascertain, and because some or all of the requested relief is not recoverable under applicable law.

Dated: June 12, 2025

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By: _____
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Attorneys for Defendants